AT&T Switched Ethernet ServiceSM

AT&T Switched Ethernet Service is a switched Ethernet transport service providing Ethernet transport functionality using fiber and or copper facilities and a switched Ethernet core network.

The AT&T Switched Ethernet Service Guide consists of the following Parts:

- Service Description (SD)
- Service Level Agreements (SLAs)
- Pricing (P)

Service Description (SD)

SD-1 General

SD-1.1 Overview

AT&T Switched Ethernet Service is a switched Ethernet transport service providing Ethernet transport functionality using fiber and copper facilities and a switched Ethernet core network. AT&T Switched Ethernet Service is provided by the applicable AT&T participating carrier. AT&T Switched Ethernet Service provides a port with full duplex transport of data signals between a Customer's premises and an Ethernet switch in an AT&T central office which then may be interconnected with other such ports.

AT&T Switched Ethernet Service supports point-to-point, point-to-multipoint or multipoint-to-multipoint configurations. Point-to-point service provides a connection between two ports. Point-to-multipoint service provides multiple point-to-point connections to multiple ports in the network. Multipoint-to-multipoint service provides a connection between three or more designated ports on the AT&T Switched Ethernet Service network. AT&T shall determine the interface specifications for AT&T Switched Ethernet Service in its sole discretion.

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SD-1.2 Definitions (M)

As used in this Service Guide, the following terms are defined as appears below:

"AT&T" means the participating carriers identified in the Participating Carrier Table in Section SD-1.3.

"Customer" as used in this Service Guide means any individual, partnership, association, joint-stock company, trust, corporation, or governmental entity or any other entity which subscribes to the services offered under this Service Guide, including both wholesale customers and end user customers of AT&T.

"Customer's premises" and "Customer location" (or similar terms) shall mean the location at which the service is terminated, and shall be construed to include an end user's premises, as appropriate in the context, where the Customer is a wholesale Customer and service is terminated at the premises of an end user that is not the Customer of AT&T.

"End User" shall mean any customer of a telecommunications service that is not a carrier, except that a carrier shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes, and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller. (N)

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For reconfigurations to a lower capacity of the Customer Port Connection, from a PPCoS Port or Basic Port to a Broadband Port, or from a PPCoS Port to a Basic Port, EPP Termination Liability and nonrecurring charges will apply, as set forth in Section P-2(5), to all service components affected. An example of such a downgrade would be a change from a 1 Gbps to 100 Mbps Customer Port Connection. The Customer must select a new EPP term for the reconfigured service. The new EPP term will be subject to the rates in effect at the time of the reconfiguration

Reconfigurations that require changes to the CoS, PPCoS Package, Broadband Speed Tier, or CIR are subject to the nonrecurring charges associated with the new CoS, PPCoS Package, Broadband Speed Tier, or CIR service components. EPP Termination Liability will not apply to such reconfigurations. The term effective dates associated with the Customer Port Connection shall apply to the associated CIR/CoS or Broadband Speed Tier. For example, a Customer with a 60-month term on original port and CIR configuration may change the CIR in month 48, while still keeping the original EPP expiration date associated with both port and CIR.

For reconfigurations not defined above in this Section P-2(7), the nonrecurring charge associated with the Customer Port Connection will apply. An example of such change would be a Customer-requested change from a multi-mode fiber interface to a single-mode fiber interface. EPP Termination Liability will not apply to such reconfiguration changes.

For any of the reconfigurations described above, any Customer that has completed an EPP term and is being billed at Term Extension MTM rates must select a new EPP term for the reconfigured service.

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(8) Conversion of DS1 and DS3 Services to AT&T Switched Ethernet Service

(N)

The replacement of interstate DS1 or DS3 special access services provided by AT&T with AT&T Switched Ethernet Service will not be deemed to be a termination or disconnection of the relevant DS1 or DS3 special access service for purposes of applying termination liability charges, provided that all of the following conditions are satisfied:

- The length of the term commitment for the AT&T Switched Ethernet Service must be equal to or greater than the remainder of the term commitment of each DS1 or DS3 circuit being replaced.
- 2. Each replaced DS1 and/or DS3 special access service must:
 - Have been in service for at least twelve (12) months; and
 - Have been provided to the same End User location as the AT&T Switched Ethernet Service.
- 3. The Customer must issue a disconnect order for the replaced DS1 and/or DS3 special access service to be effective within ninety (90) days after the AT&T Switched Ethernet Service installation date.

For the purposes of this Section P-2(8), one AT&T Switched Ethernet Service port may replace multiple existing DS1 or DS3 special access services provided by AT&T.

P-3 Administrative Charge

(N) (M)

The Administrative Charge is a non-recurring charge that applies for each order unless there are other non-recurring charges applicable to that order. The Administrative Charge will be waived for all orders requesting new service in association with a new EPP.

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